

**INTERNATIONAL SCHOOL, INC., PETITIONER, VS. MINISTER OF
LABOR AND EMPLOYMENT, LABOR ARBITER ANTONIO TRIA
TIRONA, DEPUTY SHERIFF TEODORO VICENTE AND
INTERNATIONAL SCHOOL ALLIANCE...**

G.R. No. 54243. July 21, 1989

Ponente: PARAS, J.

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PARAS, J.:

This is a petition for certiorari, prohibition, and Mandamus with Preliminary Injunction seeking: (a) to annul and set aside the Writ of Execution dated June 16, 1980 and Notice of Garnishment issued by the respondent Minister of Labor & Employment, through respondent Labor Arbiter Antonio Tria Tirona in MOLE Case No. CA-10-12-5979 entitled "In Re: Deadlock in Collective Bargaining Negotiation (Wage Reopening Clause) between International School & International School Alliance of Educators,"; (b) to compel respondent Minister of Labor to decide immediately petitioner school's "Petition for Review and/or Motion to Quash" dated June 20, 1980 and (c) to require the labor officials to desist from enforcing the Writ of execution in question upon the filing of this petition.

Petitioner International School Inc. (hereinafter referred to as School) is a private non-stock and non-sectarian educational institution duly organized and existing under Philippine laws while private respondent International School Alliance of Educators (hereinafter referred to as Alliance) is a legitimate labor organization duly registered with the Ministry of Labor.

The antecedent facts of the case are as follows.

On August 1, 1978, petitioner School and respondent Alliance entered into a collective bargaining agreement (CBA for brevity) for three years effective July 1978 which was duly authorized by the Minister of Labor providing among other things, for the adoption of a salary schedule in accordance with which members of the bargaining unit represented by respondent Alliance would be compensated. The salary schedule consists of 26 (initially 27) steps with corresponding graduated salary rates, movement through which would be based on seniority and qualification of the teachers covered. (CBA, rollo, p. 42). In addition, the CBA contains a "wage reopening clause" in the following tenor:

Art. VI

"Sec. 12. A twenty percent (20%) increase in the cost of living index in any one year within the term of this Agreement as shown in the Central Bank Consumer Price Index in Manila 'all items' column shall be cause for the alliance to exercise an option to renegotiate the salary schedule and other benefits."

Apparently in 1979, the cost of living index increased as certified to by the Central Bank. The alliance initiated a move to renegotiate to make use of its option under the aforementioned Sec. 12 of Article VI of the CBA. The respondent Alliance proposed a 35% general salary increase in lieu of an otherwise tedious revision of the CBA's

various economic provisions to compensate for the loss in real value caused by the on-going inflation. (Rollo, p. 122).

Thus on July 25, 17, August 1, 4, 6, 23 and September 6, 7, October 4, 12, 16 and 19, 1975, the petitioner school and the respondent alliance's officers met for the purpose of arriving at a reasonable salary increase. However the negotiations resulted in a deadlock. The petitioner school offered an across the board increase of P250.00 in cost of living allowance a month, for all members of the bargaining unit. This was rejected by the alliance on the ground that the offered increase would substantially benefit only those in the lower pay scale and not those in the higher level of pay.

Thereafter the petitioner school changed its offer to an increase of 9.5% to salary, on top of the 15% increase granted under the CBA effective August 1, 1978. This was also refused by the respondent alliance which insisted on its original demand in addition to the 15% increase under the CBA, the faculty members be granted 25% salary increase as well as 30% cost of living allowance. In its final offer, the petitioner school increased its proposal to 10% salary increase plus 20% cost of living allowance, but the respondent alliance, stood pat on its position.

Finally, on October 23, 1979 the petitioner School filed with the Bureau of Labor Relations a petition for conciliation and/or compulsory arbitration. Acting on the petition, the Bureau of Labor Relation summoned the parties before Hearing Officer Jess Sebastian for conciliation hearings, which were held on November 7, December 8 and 21, 1979. However, despite the efforts of Officer Sebastian, the parties failed to resolve the deadlock.

Thereafter, upon the request of Officer Sebastian and upon agreement of the petitioner school and respondent alliance, the Minister of Labor intervened and assumed jurisdiction over the case pursuant to his powers under Presidential Decree No. 823, as amended.

Consequently, the Minister of Labor called the parties for hearing, unfortunately no amicable settlement could also be agreed upon. The Minister of Labor directed the parties to submit their respective Position papers and supporting documents. Accordingly, both parties submitted position papers on January 28, 1980. (Petitioner School's position paper, Rollo, p. 22) (Respondent alliance position paper, Rollo, p. 122).

On February 13, 1980, petitioner school filed its Reply to the respondent alliance's Position Paper (Rollo, p. 132) while on February 25, 1980 respondent alliance submitted its rejoinder. (Rollo, p. 142).

On March 6, 1980, the Minister of Labor promulgated his Decision (Rollo, p. 155) the dispositive portion of which reads:

"WHEREFORE, decision is hereby rendered granting the alliance an increase of 15 percent or P786,643 for salary and P157,332 for allowances or a grand total of P943,980 effective 1 August 1979."

Both parties did not appeal or move for reconsideration of the aforementioned Decision of the Minister of Labor and, thus, the same became final and executory. Meanwhile, the school granted and paid each and every faculty member covered within the bargaining unit 15% increase in salary and 20% increase in allowance amounting to P881,814.18. On the other hand, the respondent alliance on May 21, 1980 moved for execution, stating that petitioner school has not fully complied with the decision where it paid only the sum of P865,800 leaving a balance of P78,180 still due (Rollo, p. 165).

On June 11, 1980, petitioner school filed its Opposition to Motion for Execution and likewise a Motion for Entry of Satisfaction of Judgment contending that the decision dated March 6, 1980 had already been complied with. (Rollo, p. 167)

On June 16, 1980, Labor Arbiter Antonio Tria Tirona, in his capacity as Head of the Execution Arm of the Ministry of Labor and as representative of the Ministry of Labor, issued a Writ of Execution, the pertinent portion of which reads:

"Whereas, on 6 March 1980, the Hon. Deputy Minister rendered a Decision in the above entitled case, the dispositive portion of which reads:

'Wherefore, decision is hereby rendered, granting the alliance an increase of 15 percent or P786,643 for salary and P157,332 for allowances or a grand total of P943,980, effective 1 August 1978'.

"Whereas, said decision has become final and in fact been partially implemented by the School which, has so far paid the alliance the sum of P865,800;

"Whereas, as of this date the School still owes the alliance the amount of P78,180 under the judgment, representing the difference between the amount of P943,980 and the payment made of P865,800." (Rollo, p. 172).

On June 20, 1980, petitioner school filed with the Minister of Labor an Urgent Ex-Parte Motion to Hold in Abeyance the Enforcement of Writ of Execution (Rollo, p. 173). Likewise, on June 23, 1980, the petitioner school filed with the Ministry of Labor a Petition for Review and/or Motion to Quash Writ of Execution, (Rollo, p. 175).

On June 30, 1980, the Execution Arm of the Ministry of Labor, through Sheriff Vicente, issued a Notice of Garnishment (Rollo, p. 185). On July 8, 1980, the Sheriff as representative of the Minister of Labor, served aforesaid Notice of Garnishment with the petitioner school's depository bank, the First National City Bank, at Makati, Metro Manila. Petitioner school on July 9, 1980 filed with the Minister of Labor an Urgent Motion for Early Resolutions and Issuance of Stay Order (Rollo, p. 186). However, no action was made by the Minister of Labor.

Hence this petition.

In their petition, petitioner school raised the following grounds to support its petition:

"The abject failure and unreasonable delay by the Minister of Labor in resolving the school's (a) Motion to hold in abeyance the enforcement of writ of execution, (b) Petition for Review and/or Motion to Quash writ of execution and issuance of stay order, despite their urgency, and in allowing in the meantime the execution arm of the Ministry of Labor to implement the writ of execution dated June 16, 1980, through a Notice of Garnishment dated June 30, 1980, directing the School to pay the alliance an additional amount of P78,180.00, when the School is no longer obligated therefor having already fully complied with the decision dated March 6, 1980 of the Minister of Labor, constitute grave abuse of discretion amounting to lack of jurisdiction."

The petition is without merit.

The primordial issue in this case is whether or not the Minister of Labor's failure to resolve the pending incidents before him amounts to grave abuse of discretion amounting to lack of jurisdiction.

In its petition, petitioner school contends that the Minister of Labor failed to resolve seasonably the school's motion to Hold In Abeyance the Enforcement of Writ of Execution, Petition for Review and/or Motion to Quash Writ of Execution and Motion for Early Resolution and Issuance of Stay Order, permitting in the meantime intentionally or unintentionally the Execution Arm of the Ministry to enforce the Writ of Execution dated June 16, 1980. Such non-performance would allegedly surely cause grave and irreparable damage to the school, tantamount to grave abuse of discretion amounting to lack of jurisdiction correctible by certiorari.

On the other hand, respondent Alliance in their comment, alleged that the various motion pending before

respondent Minister's office are all designed to seek the disturbance and alteration of a long final and partially implemented decision, petitioner not having fully satisfied the judgment in MOLE Case No. CA-10-1259-79.

It has been ruled time and again that it is the ministerial duty of the court to order execution of its final and executory judgment (*Service Specialists Incorporation vs. Sheriff of Manila*, 145 SCRA 139 [1985]). In a much earlier case this Court ruled that the decision of the Minister of Labor is immediately executory even pending appeal. Provisions of the Labor Code making immediate executory, decisions of the Minister of Labor being a special law prevail over the provisions of the Rules of Court, being of general application (*MD Transit and Taxi Co., Inc. vs. Estrella*, 113 SCRA 378 [1982]).

A writ of execution is a matter of right in favor of a prevailing party once judgment becomes final and executory for failure to seasonably perfect an appeal. Execution is fittingly called the fruit and end of the law and aptly called the life of the law (*Garcia vs. Echiverri*, 132 SCRA 631 [1984]) and the end of suit (*De Borja vs. CA*, G.R. No. 37944, June 30, 1988, Paras, J.). Once a decision becomes final, the Court can no longer amend or modify the same, much less set it aside. To allow the court to amend the final judgment will result in endless litigation (*Del Carmen v. CA*, G.R. No. 36021, February 29, 1980). Every litigation must come to an end. Access to the court is guaranteed. But there must be limit to it. Once a litigant's right has been adjudicated in a valid final judgment of a competent court, he should not be granted an unbridled license to come back for another try. The prevailing party should not be harassed by subsequent suits. For, if endless litigation were to be encouraged, unscrupulous litigations will multiply in number to the detriment of the administration of justice (*Ngo Bun Tiong v. Judge Sayo*, G.R. No. 45825, June 30, 1988).

There is no dispute that the decision of the Minister of Labor in this case has become final and executory; neither petitioner nor private respondent having appealed or moved for reconsideration thereof, and that petitioner is willing to satisfy the judgment and has in fact disbursed money to private respondent for the purpose. The bone of contention however, is in the amount of the judgment. It will be noted that petitioner school never raised the issue of the supposed ambiguity of the decision of the Minister of Labor, not even in a motion for clarification.

On the other hand, the terms of the dispositive portion of the judgment are clear, that the Minister of Labor was thinking in specific amounts not in terms of percentages, although the same were based on estimates or approximations. Were it otherwise, or as petitioner school would have it, the Minister of Labor would have confined himself to statement of percentages without mentioning the total of the amount involved in each item nor the grand total of P943,980.00.

It is a primary and elementary rule of construction of documents that when the words or language thereof is clear or readily understandable by an ordinary reader, there is absolutely no room for interpretation (*Leveriza v. IAC*, 157 SCRA 282 [1988]). Likewise it has been held that where the import of a decision is clear, the motion for clarification of the same will be denied (*Baer v. Tizon*, 58 SCRA 3 [1974]).

Moreover, a lurking ambiguity if any, can be readily dissipated by a consideration of the decision in its entirety. As admitted by both petitioner and private respondent, the estimates are based on projections, so that the result of the percentages is not immediately discernible. It is therefore, obvious that the Minister decreed a fixed amount acceptable to both parties and intended to finally dispose of the case.

In addition, a writ will not be recalled by reason of any defense which could have been made at the time of the trial of the case, nor can the recall be made so as to practically change the terms of a judgment which has become final (*Walfson v. Del Rosario*, 46 Phil. 43 [1924]). It is likewise settled in the aforecited case that the court retains a certain amount of control over a writ of execution after it leaves its hands but control is limited and regulated by fairly definite rules of law and is not unrestricted. Thus, a writ of execution may be quashed when it appears: a)

that it has been improvidently issued, or b) that it is defective in substance, or c) is issued to the wrong party, or d) that the judgment debt has been paid or satisfied, or e) when the writ has been issued without authority, or f) there had been a change in the situation of the parties which makes such execution inequitable, or g) when it appears that the controversy had never been submitted to the judgment of the court, and therefore no judgment at all had ever been rendered thereon (*Cobb-Perez v. Lantin*, 23 SCRA 637). However, not one of the grounds mentioned is present in the case at bar. Moreover, a part payment of the judgment does not authorize the quashal or recall of the writ in its entirety if the full amount of the judgment is due and demandable (*Walfson v. Del Rosario*, supra). Likewise noteworthy in the aforecited case is the fact that an extension of time fixed by a judgment which has become final for the payment of a certain sum of money is in effect a modification of the judgment and is beyond the jurisdiction of the court. Moreover, it has been settled in the case of *Itogon-Suyoc Mines v. NLRC*, 117 SCRA 523 [1982]), that a party cannot impugn the correctness of a judgment not appealed from by him; and while he may make counter assignment of errors, he can do so only to sustain the judgment on other grounds, but not to seek modification or reversal thereof, for in such case he must appeal. However, a party who voluntarily executes, either partially or in toto, the execution of a judgment is not permitted to appeal from it (*Asian Surety and Insurance Co., Inc. v. Relucio*, 47 SCRA 225 [1972]).

Neither can the dispositive portion of the case be amended or modified. It has been held that the only portion of the decision that becomes the subject of execution is that ordained or decreed in the dispositive part, whatever may be found in the body of the decisions can only be considered as part of the reasons or conclusion of the court and while they may serve as guide or enlightenment to determine the ratio decidendi, what is controlling is what appears in the dispositive part of the decision (*Madelo v. Gorospe*, G.R. No. 41970, March 25, 1988).

The final judgment as rendered is the judgment of the court irrespective of all seemingly contrary statements in the decision. At the root of the doctrine that the premises must yield to the conclusion is, side by side with the needs of writing finis to litigation, the recognition of the truth that "the trained intention of the judge continually leads him to right results for which he is puzzled to give unimpeachable legal reasons (*Madelo v. Gorospe*, supra). Fundamental is the rule that execution must conform to that ordained or decreed in the dispositive part of the decision. A court cannot except for clerical error or omission, amend a judgment that has become final (*Laingo v. Camilo*, 130 SCRA 144 [1984]). Similarly, in a very recent case, this Court aptly stated:

"We must bear in mind that final judgments are entitled to respect and should not be disturbed, as otherwise, there would be a wavering of trust in the courts. In the absence of a reasonable appeal therefrom, the questioned judgment of Judge Agana, Sr. has become final and executory. It is now the law of the case. Having been rendered by a court of competent jurisdiction acting within its authority, that judgment may no longer be altered even at the risk of legal infirmities and errors it may contain. Certainly they cannot be corrected by a special civil action of certiorari which, as in this case, was filed long after the judgment became final and executory." (*San Juan v. Cuento*, G.R. No. L-45063, April 15, 1988). (Underscoring supplied)

Under the circumstances, it is readily evident that the writs of certiorari, prohibition and mandamus will not lie. The Minister of Labor can hardly be compelled to act on motions, the end result of which would be a disturbance of an otherwise final decision.

PREMISES CONSIDERED, the petition is **DISMISSED** and petitioner school is directed to pay the additional amount of P78,180.00 in compliance with the decision dated March 6, 1980 of the Ministry of Labor.

SO ORDERED.

Padilla, Sarmiento, and Regalado, JJ., concur.

Melencio-Herrera, J., (Chairman), no part.

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